

Internal Assessment Test 2–June-2022
(Academic Year 2021-22-Even)
(Solution and Scheme of Valuation)

Sub:	Quantity Survey and contract Management	SubCode:	17CV81	Branch:	Civil
Date:	11/6/2022	Duration:	90min	MaxMarks:	50
		Sem/Sec:	VIII– C		marks

1 **List and explain the contents of an engineering contract document.**

The contents of an engineering contract document

1. Contract Drawings and Specifications

The contract drawings include the architectural drawings, the structural/geotechnical engineering drawings, and the building services engineering drawings. These drawings provide information regarding the arrangement of spaces, structural components, electrical, mechanical and plumbing installations etc.

Specifications simply amplify the information given in the contract drawings and bill of quantities. It describes in details the work to be executed under the contract and the nature and quality of materials, components, and workmanship.

2. Priced Bill of Quantities

A priced Bill of quantities is a required document of contract that has its rate and amount column filled by a contractor. A bill of quantities consists of a schedule of items of work to be carried out under the contract with quantities entered against each item, prepared in accordance with the Standard Method of Measurement of Building Works

3. Construction Programme

This is a document that is prepared in order to provide the project participants a thorough appreciation of the work involved, to allow the site production team to sort out its main constituent and decide how, in what order and at what time to do them, and to ensure adequate coordination of the labour, materials and machinery requirements.

4. Project Quality Management Plan

The Project Quality Management Plan defines the various quality related activities and procedures which will be implemented on the project. It sets down requirements, gives guidelines, provides information and indicates to appropriate personnel, the procedures to be followed with respect to the Project Quality Management Plan. A sample outline of the Project Quality Management Plan is referred to in the appendix.

5. Project Health and Safety Plan

The Project Health and Safety Plan is a document developed to secure the health, safety and welfare of persons who will work or visit the site. It was also developed to control the emission of toxic substances into the atmosphere and control the keeping and use of substances that might be hazardous to health. An outline of the Project Health and Safety Plan is delineated in the appendix.

6. Conditions of Contract

The conditions of contract define the terms, under which the work is to be undertaken, the relationship between the client, architect and contractor, the duties of the architect and contractors, and the terms of payment.

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CO3

7. Risk Insurance

This is a contract document which shows that all the personnel and equipment associated with a construction project have been insured against loss or damage. By insurance, all the risks associated with personnel and equipment in a construction project is transferred to a third party.

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List all the conditions of contract.

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1. The Supplier shall supply to the Purchaser completely all Engineering, Equipment, Special Tools, Additional Spare and Replacement Parts and Documentation including interfaces, Services and other things of all kinds necessary for the carrying out, completion and maintenance of the Work in accordance with the Contract. The Supplier undertakes that if during the implementation of the Contract, it fails to supply any items which are required for the safe and reliable operation of the Equipment or for achieving the functions and performance as stipulated in the Contract, such items shall be supplied by the Supplier at no additional cost to the Purchaser.
2. Payment shall be considered as effected at the time when payment is made by the Purchaser. Original payment document shall be sent by the Supplier directly to the Purchaser.
3. Should the dates of payment release fall into any of the statutory holiday, the payment shall be effected on the following Working Day, and the deferment shall not be regarded as delay of the payment.
4. All banking charges incurred in connection with the Purchaser's Banks shall be borne by the Purchaser otherwise all banking charges incurred shall be borne by the Supplier. The Supplier shall establish and implement a Quality Management System which shall comply with ISO9001: 2000 Standard.
5. The Supplier shall establish a Project Quality Assurance Program (hereinafter referred to as the "program") for this Contract after taking into account scope and nature of the Contract, Specifications, quality warranties and quality control requirements and prepare management procedures and work instruction to meet the contract requirements, if necessary.
6. During manufacture, the Supplier shall be responsible for all inspection, examination and testing ("In-factory Acceptance Tests") of the Equipment to be supplied under the Contract and the costs thereof, including that of its Sub-suppliers, prior to completion. Such inspection and examination shall be according to the standards and codes stipulated in the Contract, or where standards and codes are not specifically defined, in accordance with appropriate and generally accepted practice for the Equipment in question.
7. The Supplier shall fully indemnify, defend and hold harmless the Purchaser, the Purchaser's affiliates, officers, directors, agents and employees from and against any and all actual, direct or indirect losses, damages, liabilities, injury, actions, claims, costs and expenses (including the fees, disbursements and other charges of counsel reasonably incurred by the Purchaser in any action between the Supplier and the Purchaser or between the Purchaser and any third party in connection with any investigation or evaluation of a claim or otherwise) resulting from or arising out of any breach by the Supplier of any warranties, covenants or agreements in this Contract or other agreements in connection with this Contract, provided always that the same is due to any negligent act or omission of the Supplier or its Sub-suppliers and their respective servants or agents or materials or workmanship

CO3

L2

3	<p>Explain the following 5</p> <p>a) Earnest money</p> <p>Earnest Money Deposit (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid. Earnest Money Deposit (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.</p>	CO3	L2
	<p>b) Security deposit 5</p> <p>The contractor is required to deposit with the owner a sum stated as a percentage of the cost of the work in order to safeguard the interests of the owner in the event of improper performance of the contract.</p>	CO3	L2
4	<p>List out the conditions under which contract may be terminated by the employer. 10</p> <p>(a) If a party's failure to perform its obligation amounts to a fundamental non-performance, the other party may terminate the contract.</p> <p>(b) The right of a party to terminate the contract is exercised by notice to the other party.</p> <p>(c) If performance has been offered late or otherwise does not conform to the contract the aggrieved party will lose its right to terminate the contract unless it gives notice to the other party within a reasonable time after it has or ought to have become aware of the offer or of the non-conforming performance.</p> <p>(d) Termination of the contract releases both parties from their obligation to effect and to receive future performance.</p> <p>(e) Upon termination of the contract either party may claim restitution of whatever it has supplied, provided that such party concurrently makes restitution of whatever it has received. If restitution in kind is not possible or appropriate allowance should be made in money whenever reasonable. However, if performance of the contract has extended over a period of time and the contract is divisible, such restitution can only be claimed for the period after termination has taken effect.</p> <p>(f) Termination does not preclude a claim for damages for non-performance.</p> <p>(g) Termination does not affect any provision in the contract for the settlement of disputes or any other term of the contract which is to operate even after termination.</p>	CO3	L2
5	<p>Write and explain step by step the Tender Evaluation Process. 10</p> <ul style="list-style-type: none"> • Pre-Tender action: include all the activities prior to the announcement of Tender, which involves <ul style="list-style-type: none"> • Preparation of Documents <ul style="list-style-type: none"> • Layout plan • Set of the drawing • Specification • Schedule of rates • Conditions of contract • Security deposit • Mode of payment • Preparation of 'Notice Inviting Tender'(NIC)(Form – 6), 'Invitation for Tender'(IFT) or 'Invitation to Tender'(ITT) • Printing Tender form with standard conditions of contract • Issue or publication of Tender Notice in NEWS paper, Notice board, web site(bbmp.gov.in/tender) • Post-Tender action: means the activities which follows after the issue of Tender Notice <ul style="list-style-type: none"> • Bid submission • Opening of Tender • Acceptance of Tender • Award of Contract 	CO3	L2

Explain the following**a) Suspension of work**

A suspension of work typically occurs when an owner directs a contractor to stop working on⁵ all or part of a project. Work can also incur a full or partial suspension due to outside forces, such as a labor strike, inability to have access to a site or failure of another contractor or utility to complete work before the contractor can perform its own work under the contract. The result of the suspension may or may not cause a delay to the project and there may or may not be compensable damages associated with the delay.

b) Liquidated damages and bonus

Definition. Liquidated Damages are a variety of actual damages. Most often, the term "liquidated damages" appears in a contract, and often is the title for a whole clause or⁵ section. Parties to a contract use liquidated damages where actual damages, though real, are difficult or impossible to prove. The amount agreed as liquidated damages represents the estimate of the parties regarding the likely / anticipated or actual damages suffered by the non-breaching party in the event of a specified breach of the contract by the other (breaching) party.